

REMARKS

Reconsideration and withdrawal of the rejections of the present application are respectfully requested in view of the amendments to the claims and remarks presented herewith, which place the application into condition for allowance.

Status of the Claims and Formal Matters

Claims 1-13 and 15-20 are currently pending in this application. New claim 21 has been added, claims 2-5, 8, and 9 are canceled, and claims 1, 6, 7, 12, 13, 15, 16, and 18-20 have been amended, without prejudice. No new matter has been introduced by these amendments. Support for the amended recitations can be found throughout the specification.

The amendments as presented herein are not made for the purposes of patentability within the meaning of §§§§ 101, 102, 103, or 112. Rather, the amendments are made for clarification and to round out the scope of protection to which Applicants are entitled.

The Office Action has objected to the drawings as allegedly being informal. Specifically, the figure numbers on some of the drawings, namely 4A, 4B, 5A, and 5B are not the same as the figure numbers on pages 8-9 of the specification, which recite 4a, 4b, 5a, and 5b. The amendments to the specification, submitted herewith, have corrected this informality. Consequently, reconsideration and withdrawal of the objection to the drawings is respectfully requested.

The instant specification has been objected to for allegedly containing an unnecessary listing on pages 14 and 15. The amendments to the specification have now corrected this informality. Reconsideration and withdrawal of the objection to the specification is hereby respectfully requested.

Claims 12 and 13 were objected to for allegedly containing informalities, such as the phrase “sealed with each other”, which the Office Action contends should be, “sealed to each other”. The amendments to the claims have addressed this objection.

Claim 15, at line 4 allegedly contains a misspelling of the word “extent”, which has been corrected by the amendments to the claims.

Claims 15-16 were objected to because it is allegedly unclear how the covering layer can be non-adhesive and sealable at the same time. The amendments to the claims, presented herewith, are believed to overcome this objection.

Consequently, reconsideration and withdrawal of the objections to the claims of the present application are respectfully requested.

Rejections under 35 U.S.C. §112, 2nd paragraph

Claims 15-16 were rejected under 35 U.S.C. §112, 2nd paragraph as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. Specifically, Claim 15 recites the limitations “one wing” and “the other wing” in lines 4 and 5, which allegedly lacks antecedent basis for these limitations in the claim. The amendments to the claims, provided herewith, are believed to address the rejection under §112, 2nd paragraph. Reconsideration and withdrawal of the rejection is hereby respectfully requested.

Rejections under 35 U.S.C. §102(b)

Claims 1-4 were rejected under 35 U.S.C. §102(b) as allegedly being anticipated by Bozich et al (U.S. Patent No. 5,333,439).

Bozich relates to a release package, a pre-form of the release package, and a method for releasably packaging a hot-melt pressure sensitive adhesive. In particular, Bozich discloses a pre-form with an uncoated zone 22 and a silicone coated zone 24. Bozich states at col. 7, lines 25-29 that, “[t]he uncoated zone 22 is of sufficient width, such that when folded over as to overlap an uncoated-area along the opposite edge and opposite face, an effective heat seal could be formed between the uncoated areas”. Further, Bozich states at col. 7, lines 45-47 that, “[t]he silicon coating on the pre-form of the present invention permits the interior surface of any tubular film produced therefrom to be silicone coated”.

The instant invention is distinguished from Bozich by providing a packaging surface element that does not have an uncoated zone and a silicone coated zone, but rather, contains a non-adhesive coating that is simultaneously a sealable coating consisting of a combination of a sealable material and a non-adhesive agent. Further, the instant invention does not describe a “tubular film”, which is a required element of the Bozich release packaging (see Bozich claim 11). The instant invention provides a single packaging surface element that can be an element (top or bottom) of a pouch or two packaging surface elements that can form a pouch, but not a tubular film.

Because of the structural differences that distinguish the instant invention from the Bozich release packaging, it is respectfully submitted that Bozich does not anticipate the instant invention and as a result, a §102(b) rejection cannot stand. Furthermore, a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 361, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Bozich does not disclose or claim a sealable coating consisting of a combination of a sealable material and a non-adhesive agent. Reconsideration and withdrawal of the rejection under §102(b) in view of Bozich is therefore respectfully requested.

Rejections under 35 U.S.C. §103(a)

Claim 5 was rejected under 35 U.S.C. §103(a) for allegedly being unpatentable over Bozich in view of DE-4006688 (Buchwald). This rejection is respectfully traversed in view of the amendments to the claims provided herewith, which has canceled Claim 5.

Bozich relates to a release package, a pre-form of the release package, and a method for releasably packaging a hot-melt pressure sensitive adhesive. In particular, Bozich discloses a pre-form with an uncoated zone 22 and a silicone coated zone 24. Bozich states at col. 7, lines 25-29 that, “[t]he uncoated zone 22 is of sufficient width, such that when folded over as to overlap an uncoated area along the opposite edge and opposite face, an effective heat seal could be formed between the uncoated areas”. Further, Bozich states at col. 7, lines 45-47 that, “[t]he silicone coating on the pre-form of the present invention permits the interior surface of any tubular film produced therefrom to be silicone coated”.

Respectfully submitted, Bozich does not teach or disclose a sealable coating consisting of a combination of a sealable material and a non-adhesive agent. Bozich, as discussed above, teaches a pre-form with an uncoated zone and a silicone coated zone. Buchwald does not cure the defects of Bozich, because Buchwald does not teach or disclose a sealable coating consisting of a combination as claimed in the instant invention. Further, simply disclosing a fluorinated hydrocarbon for use as a release agent and its inclusion in the release package of Bozich does not arrive at the instant invention. Therefore, Bozich and Buchwald, taken alone or in combination, fails to provide the skilled artisan with the guidance necessary to arrive at the instant invention as a whole. The question under §103(a) is not whether the differences themselves would have been

obvious, but whether the claimed invention as a whole would have been obvious (MPEP §2141.02).

Claims 6-11 and 17-20 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Bozich in view of Spreche (U.S. Patent No. 6,361,212). The Office Action alleges that while Bozich fails to teach pressure/color markers on its surface elements, Spreche discloses markings that can be applied to the Bozich coatings for the purpose of facilitating alignment of coated/uncoated areas during manufacture of the packaging.

Respectfully submitted, Bozich and Sprehe, considered alone or in combination, do not render the instant invention obvious because Bozich contains a fundamentally different type of product that comprises uncoated zones and silicone coated zones. Sprehe relates to a reclosable back-seam bag that comprises marks or other machine readable indicia to permit an electric eye or other sensor to read the marks or indicia so that proper registration and alignment of the Sprehe recloseable fastener is obtained with the bag body. Applicants hereby contend that there is no motivation to combine the teachings of Sprehe and Bozich. Bozich is silent as to any advantage of such marks or machine readable indicia, such as those taught by Sprehe. The Examiner is respectfully reminded that “obvious to try” is not the standard by which an obviousness rejection relies upon (MPEP §2145 (X)(B)).

Claims 1, 12-13, and 15-16 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Sessions (U.S. Patent No. 5,722, 943). Sessions allegedly teaches a wound dressing having a cover sheet, a matrix, and a carrier. The Sessions dressing has two overlapping tabs, or “wings”, which are part of a two-tab system. The Office Action contends that it would have been obvious to the skilled artisan to position the release surfaces in places where adhesion between sheets is not desired, to facilitate the making and use of the Sessions dressing.

Sessions discloses a non-stretchable wound dressing contained a package or an envelope consisting of a bottom and a top. Sessions teaches, at col. 6, lines 21-26, “[t]he bottom 3 and the top 4 are joined together at their margins on at least three sides by an adhesive zone 5 which surrounds but does not touch the wound dressing 7.” The instant invention, on the other hand, does not provide an adhesive zone surrounding a wound dressing for packaging, but is covered by a non-adhesive coating which is simultaneously a sealable coating of a combination of a

sealable material and a non-adhesive agent. Therefore, in view of the foregoing, it is respectfully submitted that Sessions cannot be used as a prior art reference under the provisions of §103(a).


Consequently, reconsideration and withdrawal of the rejections under §103(a) are respectfully requested.

CONCLUSION

In view of the foregoing, favorable consideration of the claims is earnestly solicited. If however, there is still an outstanding issue; the Examiner is invited to contact the undersigned for its prompt attention.

Respectfully submitted,
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